

Remarks

1. Webster's Third International Dictionary lists the word "sphincteral." Such word is utilized repeatedly throughout the Specification and Claims, as originally filed. However, such word was misspelled as "sphinctoral" as a result of typographic or clerical error. The Amended Specification and Claims submitted herewith correct said spelling error.

2. The Examiner has rejected Claim 1 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 4,076,283 issued May 27, 1975, to Harrison. The Applicant respectfully traverses said rejection and requests that the Examiner, upon review of the Amendment to Claim 1 set forth above, and upon review of traversing arguments set forth below, decline to extend said rejection to Amended Claim 1. Traversing arguments addressing Harrison follow:

Unamended Claim 1 of the instant application included a sphincteral band limitation. Webster's Third International Dictionary defines "sphincteral" as follows:

"Of, relating to, or functioning as a sphincter."

Webster's Dictionary defines "sphincter" as a band or ring having an ability to contract. Usages of the term "sphincteral band" in the Specification and Claims are consistent with the dictionary definition

of "sphincteral band." For example, the Specification states at page 7, lines 5-16:

"...The sphincteral bands of the instant invention are necessarily capable of contracting from an outwardly extended or expanded orientation wherein their inside diameters are slightly greater than the outside diameters of the walls of the coupling sleeve to inwardly contracted orientations wherein the sphincteral bands rest against the outer surfaces of said walls. Preferably, the sphincteral bands comprise flexible spring steel straps whose ends are interconnected by an over-center buckle. Suitably, the sphincteral bands may alternately comprise worm gear buckles, flexible pawl buckles, double eye turn back buckles, roll back fasteners, band it band fasteners, cable tie fasteners, or pre-formed clamped fasteners."

Also, at page 12, line 20, through page 13, line 21, of the Specification, the structure and function of the sphincteral band is described as follows:

"Referring to Fig. 3, over-center buckle 18 upon manual movement to its opened position, outwardly loosens sphincteral band 12, allowing traction pins 14 to remain outwardly retracted away from the outer surface of underlying pipe 22. Referring further simultaneously to Fig. 5, upon manual closure of over-center buckle 18, sphincteral band 12 is tightened about coupling sleeve 2, inwardly extending traction pins 14 through traction pin apertures 4, and driving the distal ends of traction pins 14 against the outer surface of underlying pipe 22. ... Upon inward extension of traction pins 14, their distal ends dig into or scribe the surface of underlying pipe 22, securely holding underlying pipe 22 and resisting longitudinal movement of pipe 22 with respect to coupling sleeve 2. ... Referring simultaneously to Figs. 1, 3, and 5, upon manual opening of over-center buckles

18 and 20, bands 12 and 13 outwardly expand, outwardly retracting traction pins 14 and 16 and releasing pipes 22 and 24 for longitudinal pipe disconnecting movement."

Referring to Drawing Figs. 3, 4, and 5, the capability of sphincteral band 12 to alternately expand and contract is apparent. As can be seen in Fig. 3, the inside diameter of sphincteral band 12 is greater than the outside diameter of coupling sleeve 2, such differential in diameters leaving a gap between the sphincteral band's inner surface and the coupling sleeve's outer surface. As shown in Fig. 5, sphincteral band 12 is contracted, causing its lessened inside diameter to match the outside diameter of the coupling sleeve.

In his *Detailed Action*, the Examiner concludes that *Harrison's* strap 28 is a sphincteral band. Close examination of *Harrison's* Specification shows that strap 28 is not described as being capable of expanding or contracting in the manner of a sphincter. *Harrison's* drawings show that strap 28 could not function as a sphincteral band. Instead, strap 28 is depicted as a strip of steel which extends annularly and which is nailed in place around expansion sleeve 11.

The Applicant respectfully asserts that, upon recognizing that *Harrison's* element 28 is a nailed down strap, as opposed to a band having the capability of expanding and contracting in the manner of a sphincter, the Examiner could have properly concluded that *Harrison's* strap 28 is not a sphincteral band. Upon making such conclusion, the Examiner could have properly declined to conclude that *Harrison* anticipated Unamended Claim 1 of the instant application.

In addition to the sphincteral band limitation, Subsection (c) of Unamended Claim 1 of the instant application required that the

traction pins be fixedly attached to the sphincteral band. Further limitations of unamended Claim 1 required that the traction pins be inwardly and outwardly movable between pipe engaging and pipe disengaging positions. *Harrison's* sleeve mounting nails 30 are hammered through strap 28, through expansion sleeve 11, and then into an underlying pipe 13. Assuming (only for the sake of argument) that *Harrison's* nails 30 were traction pins within the meaning of Unamended Claim 1, and also assuming that the nails 30 are fixedly attached to such sphincteral band within the meaning of Claim 1, and also assuming that such nails 30 are movable to the inwardly extending pipe engaging position of Unamended Claim 1, the Examiner would still have had to conclude that the nails 30 are alternately outwardly movable to a pipe disengaging position in order to find anticipation. However, *Harrison's* nails 30 could not move outwardly to a pipe disengaging position without outwardly pulling upon the strap 28 with pliers, or without applying a ripping bar or claw hammer to the assembly. Any of these known nail pulling methods would destroy the assembly, bending and deforming the nails 30 and the strap 28. In contrast, the traction pins of instant invention freely alternately move inwardly for engagement and outwardly for disengagement upon alternate expansion and contraction of the sphincteral band to which the traction pins are fixedly attached.

Regardless of the Examiner's conclusions concerning sphincteral bands, the Examiner could have properly concluded that the *Harrison's* nails 30 are not movable to an outwardly retracted pipe disengaging position within the meaning of Unamended Claim 1 of the instant application. Upon making such a finding, the Examiner could, in any

event, have properly declined to reject Unamended Claim 1 as anticipated by *Harrison*.

In order to further distinguish the instant invention from the assembly of *Harrison*, Claim 1 has been amended to include an additional limitation specifying that the sphincteral band is continuous. Sphincteral bands described in the Specification are continuous, and no new matter is inserted into the application by virtue of said Amendment. Referring to *Harrison's* Fig. 1, strap 28 is depicted as having first and second longitudinal ends, the strap being wrapped annularly about sleeve 11, so that the first and second ends of the strap 28 approach each other but do not meet. Accordingly, the strap 28 taught by *Harrison* is not a continuous band.

According to the Federal Circuit, anticipation requires the disclosure in a single prior art reference of each element of the claim under consideration. See *W.L. Gore & Associates v. Garlock, Inc.*, 721 F.2d 1540, 220 U.S.P.Q. 303, 313 (Fed. Cir. 1983). It is not enough, however, that the prior art reference disclose all the claimed elements in isolation. Rather, as stated by the Federal Circuit, "anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention arranged as in the claim." See *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 730 F.2d 1452, 221 U.S.P.Q. 481, 485 (Fed. Cir. 1984). Since the strap 28 of *Harrison* is not a continuous band as described in Amended Claim 1, *Harrison* cannot properly be found to be a reference which teaches or discloses the arrangement of elements which is specified in Amended Claim 1. Therefore, following *Lindemann Maschinenfabrik GmbH*, supra, the

Examiner may conclude that *Harrison* is not an anticipating reference with respect to Amended Claim 1. The Applicant respectfully requests that the Examiner decline to extend the novelty rejection of Unamended Claim 1, based upon *Harrison*, to Amended Claim 1.

3. The Examiner has also rejected Claim 1 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 3,885,818 issued to *Ammann*. The Applicant respectfully traverses said rejection and requests that the Examiner, upon review of the Amendment to Claim 1 set forth above, and upon review of traversing arguments set forth below, decline to extend said rejection to Amended Claim 1. Traversing arguments addressing *Ammann* follow:

At page 2, line 16 of the Examiner's *Detailed Action*, the Examiner states that *Ammann's* insulator sleeve 33 constitutes the coupling sleeve element of Unamended Claim 1. At page 2, line 16 of the *Detailed Action*, the Examiner also states that *Ammann's* pipe 11 constitutes the coupling sleeve element of Unamended Claim 1. The Applicant assumes that the Examiner as has concluded that *Ammann's* insulator sleeve 33 is the same as, or is an equivalent of, the coupling sleeve element of Unamended Claim 1.

Referring to *Ammann's* Figs. 2, 3, and 4, the insulator sleeve 33 has an annular flange 59. Six (6) structures come into contact with the insulator sleeve 33, including its flange 59. Those structures are: (1) the upper section 15 of stopper 13; (2) the lower section 17 of stopper 13; (3) the lower end of set screw 30; (4) a deformable gasket 49; (5) a gasket follower 51; and (6) a pipe 11. No other structures come into contact with the insulator sleeve 33. Websters

Third International Dictionary defines "coupling" as a device that serves to couple or connect the ends of adjacent parts or objects. Accordingly, the Examiner's conclusion that the insulator sleeve 33 is a coupling sleeve indicates that the Examiner has also concluded that at least two of the six structures are coupled or connected by the insulator sleeve 33. The Examiner gives no indication of which of the six structures are considered to be coupled by insulator 33. The insulator sleeve 33 does not serve a function of coupling or joining any possible pairing among the six structures. Instead, the insulator sleeve 33 exclusively serves the function of insulating.

Accordingly, the Applicant respectfully asserts that the Examiner could have properly concluded that *Ammann's* insulator is not a coupling sleeve within the meaning of Unamended Claim 1 of the instant application. Upon reaching such a conclusion, the Examiner could have properly declined to conclude that Unamended Claim 1 is anticipated by *Ammann*.

In order to further distinguish Claim 1 from *Ammann*, Claim 1 has been further amended to include a limitation specifying that the coupling sleeve is a "pipe coupling sleeve." Referring simultaneously to *Ammann's* Figs. 1(c) and *Ammann's* Fig. 3, it can be seen that the insulator 33 does not span between pipes 11(a) and 11(b) and does not couple or connect those pipes. Even if the Examiner were to finally conclude that the insulator 33 performed some structure connecting function, the Examiner could still properly conclude that insulator 33 is not a pipe coupling sleeve as described in Amended Claim 1. Therefore, following *Lindemann Maschinenfabrik GmbH*, *supra*, the Examiner may, in any event, properly decline to extend the novelty

rejection of Unamended Claim 1 which is based upon *Ammann* to Amended Claim 1.

Wherefore, the Applicant respectfully requests that the Examiner allow Amended Claim 1.

4. The Examiner has similarly rejected Unamended Claim 9 as being anticipated by *Ammann* and *Harrison*. Amendments to Claim 9 set forth above are identical to the amendments to Claim 1 which have been discussed above. The traversing arguments set forth above addressing the Examiner's rejections of Claim 1 under *Ammann* and *Harrison* are equally applicable to Claim 9. Accordingly, traversing arguments set forth in support of allowance of Amended Claim 1 are here restated in support of allowance of Amended Claim 9. Upon allowance of Amended Claim 1, the Applicant respectfully requests allowance of Amended Claim 9.

5. The Examiner has indicated that Claims 2 and 10 will be allowed if those claims are amended to appear in independent form, and to include all of the limitations of their respective parent claims, unamended Claims 1 and 9. The required amendments are set forth, causing Claims 2 and 10 to appear in independent form, and to include all of the limitations and restrictions of their parent claims.

Wherefore, the Applicant respectfully requests allowance of Amended Claims 2 and 9.

6. Each of the remaining pending claims (i.e., Claims 3-8, and Claims 11-17) depend from either Amended Claim 2 or Amended Claim 10,

they each having Amended Claim 2 or Amended Claim 10 as a common parent claim. Upon allowance of Claims 2 and 10, the Applicant respectfully requests that Claims 3-8 and 11-17 be allowed.

7. In the event an Examiner's Amendment would result in allowance of any or all claims, the Applicant invites and would welcome such an amendment.

Request for Payment of Fees by Deposit Account

Authorization to Debit Deposit Account:

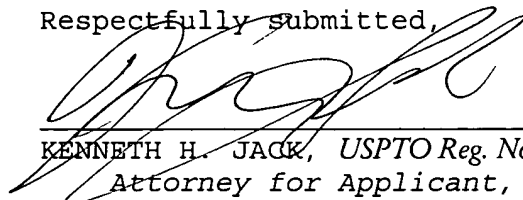
In the event that it is determined that any payment of fees is necessary to the receipt and filing of the within response, authorization is given to withdraw from the Davis & Jack, L.L.C. USPTO Deposit Acct. No. 50-0550 an amount necessary to pay any fees.

Prayer

WHEREFORE, the Applicant, Mark K. Liebst, respectfully requests that pending Claims 1-17 be allowed.

DATED: July 13, 2004.

Respectfully submitted,



KENNETH H. JACK, USPTO Reg. No. 37,644
Attorney for Applicant,
Mark K. Liebst

DAVIS & JACK, L.L.C.
P.O. Box 12686
2121 West Maple
Wichita, KS 67277-2686
(316) 945-8251
bd/r20a-liebst04